

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 07-077**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

### **GRAVEL SURFACE COARSE MATERIAL HAULING TO VARIOUS LANCASTER COUNTY STOCKPILES**

**COUNTY ENGINEER PROJECT - 2007-34H TO 2007-42H**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, March 14 , 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Specifications may be downloaded from the City/County Purchasing Division Website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

**FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.**

#### **COMMISSIONERS**

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# PROPOSAL FOR WORK

## LANCASTER COUNTY, NEBRASKA

### GRAVEL HAULING TO STOCKPILES

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the Instructions to Bidders and according to the specifications attached, the undersigned bidder herewith submits his/her proposal for the following gravel hauling projects and the following prices. The hauling period shall be from **April 2, 2007**, to **June 30, 2007**, and for the hauling days as specified for each project. Work may start earlier with permission of the County Engineer.

**NOTE:** All tonnages are estimated.

\*\*\*\*\*  
Project 07-34H - Hauling road gravel to **Waverly Maintenance Station Stockpile**

Quantity: Hauling ±7,100 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 14 Days

\*\*\*\*\*  
Project 07-35H - Hauling road gravel to **Raymond Maintenance Station Stockpile**  
**(TO BE HAULED ON STATE HIGHWAY ONLY)**

Quantity: Hauling ±5,000 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 11 Days

\*\*\*\*\*  
Project 07-36H - Hauling road gravel to **Emerald Stockpile (½ mile east of Emerald on the south side of West 'O' St.)**

Quantity: Hauling ±2,840 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 6 Days

\*\*\*\*\*  
**Project 07-37H - Hauling road gravel to SW 12th St. and W. Saltillo Road Stockpile  
(TO BE HAULED ON PAVED ROADS ONLY)**

Quantity: Hauling ±3,560 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

**\*\*NOTE - New addition to paved roads only list\*\***

Hauling Time: 8 Days

\*\*\*\*\*  
**Project 07-38H - Hauling road gravel to Roca Maintenance Station Stockpile (TO BE HAULED ON PAVED ROADS  
ONLY, WITH THE EXCEPTION OF So. 54<sup>TH</sup> AND ROCA ROAD SOUTH TO PIT ROAD)**

Quantity: Hauling ±5,000 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 11 Days

\*\*\*\*\*  
**Project 07-39H - Hauling road gravel to S. 68th St. between Olive Creek Road and Princeton Road Stockpile  
(TO BE HAULED ON PAVED ROADS ONLY)**

Quantity: Hauling ±3,500 tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 8 Days

\*\*\*\*\*

\*\*\*\*\*  
Project 07-40H - Hauling road gravel to **Walton Maintenance Station Stockpile-S. 134th & "A"**

Quantity: Hauling  $\pm 2,000$  tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 4 Days

\*\*\*\*\*  
Project 07-41H - Hauling road gravel to **Davey Maintenance Station Stockpile**

Quantity: Hauling  $\pm 2,000$  tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 5 Days

\*\*\*\*\*  
Project 07-42H - Hauling road gravel to **SW 98<sup>th</sup> & Saltillo Stockpile**

Quantity: Hauling  $\pm 4,000$  tons from:

| <u>Pit Location</u>      | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-------------------|--------------|
| Western Sand - Gretna    | \$ _____          | \$ _____     |
| Lyman-Richey - Gretna    | \$ _____          | \$ _____     |
| Bluff Gravel-Morse Bluff | \$ _____          | \$ _____     |

Hauling Time: 9 Days

\*\*\*\*\*  
I/We agree to comply with the hauling time specified herein if awarded the contract for the project(s) defined in this proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed: \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

**SPECIFICATIONS FOR HAULING GRAVEL SURFACE COARSE MATERIAL TO  
LANCASTER COUNTY STOCKPILES PROJECT NOS. 07-34H thru 07-42H**

**INSURANCE:** All bidders shall take special note of the attached insurance sheet titled "Insurance Clause to be used for all County contracts".

**REFERENCES:** Any hauler who has not performed any hauling contracts under the current company name for Lancaster County in the past three (3) years must supply, with the bid documents, not less than three (3) references of satisfactory hauling work done for others within the last twelve (12) months, in order for the bid to be considered.

**PIT LOCATIONS:** Bidder shall bid from the most favorable pit location for the project.

**QUANTITIES:** The County further reserves the right to award quantities  $\pm 20\%$  from bid quantities for financial purposes.

**WEIGH/DELIVERY TICKETS:** It shall be the responsibility of each hauler to provide authorized County personnel, at the haul delivery site, weigh tickets from the material suppliers. **Weigh tickets shall be produced from a scale registered with the Department of Agriculture and certified for commercial use.** Each ticket will be verified by County personnel, with the material supplier, within twenty-four (24) hours. If the delivery ticket is not a copy of the original, the corrected copy should be made available to County personnel within 48 hours. Delivery tickets need to be kept in consecutive order - allowances will be made for other customer loads loaded between county loads. Only "authorized" personnel are allowed to weigh and make out delivery tickets.

**LEGAL LOAD LIMITS:** It shall be the responsibility of each hauler to provide Lancaster County with a list of legal load limits on all trucks to be used in fulfilling the hauling contract. Any ticket which shows a GVW in excess of the vehicle's legal limit, will be cause for rejection and will not be accepted.

**BID BOND:** None required.

**PERFORMANCE BOND:** **None required.** However, in lieu of a performance bond, the County will withhold a five percent (5%) retainer on all partial payments. The issuance of partial payments will be at the County's discretion depending on the size and length of the project. Partial payments will be issued on a weekly basis only. On a project that is completed in full, with no partial payment required, the five percent (5%) retainer will be waived. **Any vendor/contractor who fails or delays in complying with these specifications, may be required to post a performance bond on future contracts.**

**TRUCKS NOT ALLOWED:** No belly-dump trucks will be allowed on any stockpile contracts, but are acceptable for spreading on the road.

**HAULING OF MATERIAL:** Because County equipment and personnel are tied up when material is being hauled, the Hauler will make every effort to haul his material on a consistent basis. Sporadic or intermittent hauling may be cause to deny a hauling company future bidding privileges with the County. May also cause forfeiture of present bond.

**WORK DAYS:** You have two deadlines, you are given a time frame in which to schedule the work and a given number of days in which the work must be completed. Your work days will begin counting on the first day you begin your hauling contract and will be consecutive with the exception of bad weather days or outside influences that are out of your control.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**PURCHASE ORDER ISSUING:** Purchase orders and payment vouchers will be issued under the same firm name as the name appearing on the proposal documents.

**HAULER/PRODUCER:** In the case where the producer is also the hauler, there will be a separate invoice issued for payment of the production and a separate invoice issued for payment of the haul.

**READ INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY ROAD/BRIDGE PROJECTS

### LANCASTER COUNTY, NEBRASKA

#### SECTION 1 - GENERAL NOTICE

Sealed proposals for **GRAVEL SURFACE COARSE MATERIAL HAULING TO VARIOUS LANCASTER COUNTY STOCKPILES (PROJECT NOS. 07-34H - 07-42H)** will be received by the Purchasing Agent of Lancaster County, Nebraska, up to the hour of 12:00 noon, local time, on **March 14, 2007**, at which time and place they will be publicly opened and read aloud. Bidders are invited to be present.

#### SECTION 2 - BID DOCUMENTS

Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be obtained at the office of the County Engineer. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. They should also personally inspect the location of the project upon which they are bidding.

#### SECTION 3 - BIDDER'S REPRESENTATION

Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents and the bid has been made in accordance therewith.

Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### SECTION 4 - BIDDING PROCEDURE

Bidder shall submit **two (2)** complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initiated by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the bid document.

Bid prices shall be submitted on the Proposal Form included in the bid document.

Each bid must be legibly printed in ink or by typewriter, include the full name, business address and telephone number of the bidder and be signed in ink by the bidder.

A bid by a firm or organization other than a corporation must include the name and address of each member.

A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

Any person signing a bid for a firm, corporation or other organization must show evidence of his authority so to bind such firm, corporation or organization.

No bidder shall submit more than one proposal nor submit two or more proposals under different names.

Each proposal shall be enclosed in a sealed envelope showing the name and address of the bidder and the name of the project for which the proposal is being submitted. All proposals must be delivered to the City of Lincoln, Purchasing Agent, Suite 200 'K' Street Complex, located at 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, on or before the time and date prescribed above.

Bids received after the time and date established for receiving bids will be rejected.

#### SECTION 5 - BIDDER'S SECURITY

Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated in the proposal form.

If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

Each bid security will be returned to the unsuccessful bidder(s) when the award of bid is made.

Bid security will be returned to the successful bidder(s) as follows:

1. For single order bids with specified quantities: upon the delivery of all equipment or merchandise and upon final acceptance by the County.
2. For all other contracts: upon approval by County of the executed contract and bonds.

County shall have the right to retain the bid security of bidders to whom an award is being considered until either:

1. A contract has been executed and bonds have been furnished.
2. The specified time has elapsed so that the bids may be withdrawn.
3. All bids have been rejected.

Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

1. If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### SECTION 6 - QUALIFICATION OF BIDDERS

The bidder shall either be currently qualified with the Nebraska State Department of Roads for the group or groups of work to be bid on this contract or the bidder shall provide proof of responsibility to the satisfaction of Lancaster County. Generally, proof of responsibility shall consist of providing a brief resume of work successfully completed by the bidder that is similar to the type of work being bid. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

All bidders shall complete the Contractor Work Resume forms provided herein and file it with their bid. The resume shall include projects which are similar to the type of work being bid for which the bidder had direct control over and was charged with full responsibility of the outcome.

#### SECTION 7 - EQUAL OPPORTUNITY

Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age or marital status.

#### SECTION 8 - CLARIFICATION OF SPECIFICATION DOCUMENTS

Bidders shall promptly notify the County Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the County Engineer at least seven (7) calendar days prior to the date and time for receipt of bids.

Interpretations, corrections and changes made to the Specification Documents will be made by written addenda.

Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

## SECTION 9 - ADDENDA

Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.

Copies of addenda will be made available for inspection at the office of the County Engineer.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid or an addendum which includes postponement of the bid.

Bidders shall ascertain prior to submitting their bid that they have received all addenda issued and they shall acknowledge receipt of addenda on the proposal form.

## SECTION 10 - DELIVERY

All bids shall be based on the delivery schedule specified on the proposal. Time required for delivery of labor, materials, services, etc. as specified in the proposal is hereby made an essential element of the bid.

## SECTION 11 - BID EVALUATION AND AWARD

The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance, by the County, of purchase orders, contract award notifications or other contract documents appropriate to the work.

No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids and each bidder so agrees in submitting the bid.

In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than the price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown in the proposal, in which case such higher price will be used for comparison of bids.

Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. However, if in the opinion of the County Engineer, an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County.

The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids and to waive irregularities and technicalities in bids, such as shall best serve the requirements and interests of the County.

## SECTION 12 - CONTRACT AND BOND

Within twenty-one (21) calendar days after the acceptance of the bid, the successful bidder must execute a written Contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of the bidder's bid security to the County as fully liquidated damages. Also within such time period, the successful bidder must furnish, on forms provided by the County, a *performance and labor and material payment bond*, in the sum of one hundred percent (100%) of the contract price, executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all the terms and conditions of the contract documents, including the holding harmless of the County from failure to do so, and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and material men who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

## SECTION 13 - INSURANCE

All bidders shall take special note of the *Contractor's Comprehensive General Liability and Workmen's Compensation and Employer Liability* insurance requirements of the contract documents. The contractor will also be required to provide Builder's Risk Insurance if the project involves the construction of a building or alterations to existing buildings.

The successful bidder must provide proof of insurance in accordance with the contract documents within twenty-one (21) calendar days after acceptance of the bid.

## SECTION 14 - LAWS

The Laws of the State of Nebraska shall govern the rights, obligations and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## SECTION 15 - INDEMNIFICATION

Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

## SECTION 16 - INDEPENDENT CONTRACTOR

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the County or to any benefits made to County Employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

## SECTION 17 - SEVERABILITY

If any portion of this Agreement is held invalid, the remainder hereof will not be affected thereby if such remainder would continue to conform to the terms and requirements of applicable law.

## SECTION 18 - SUBLETTING OR ASSIGNING THE CONTRACT

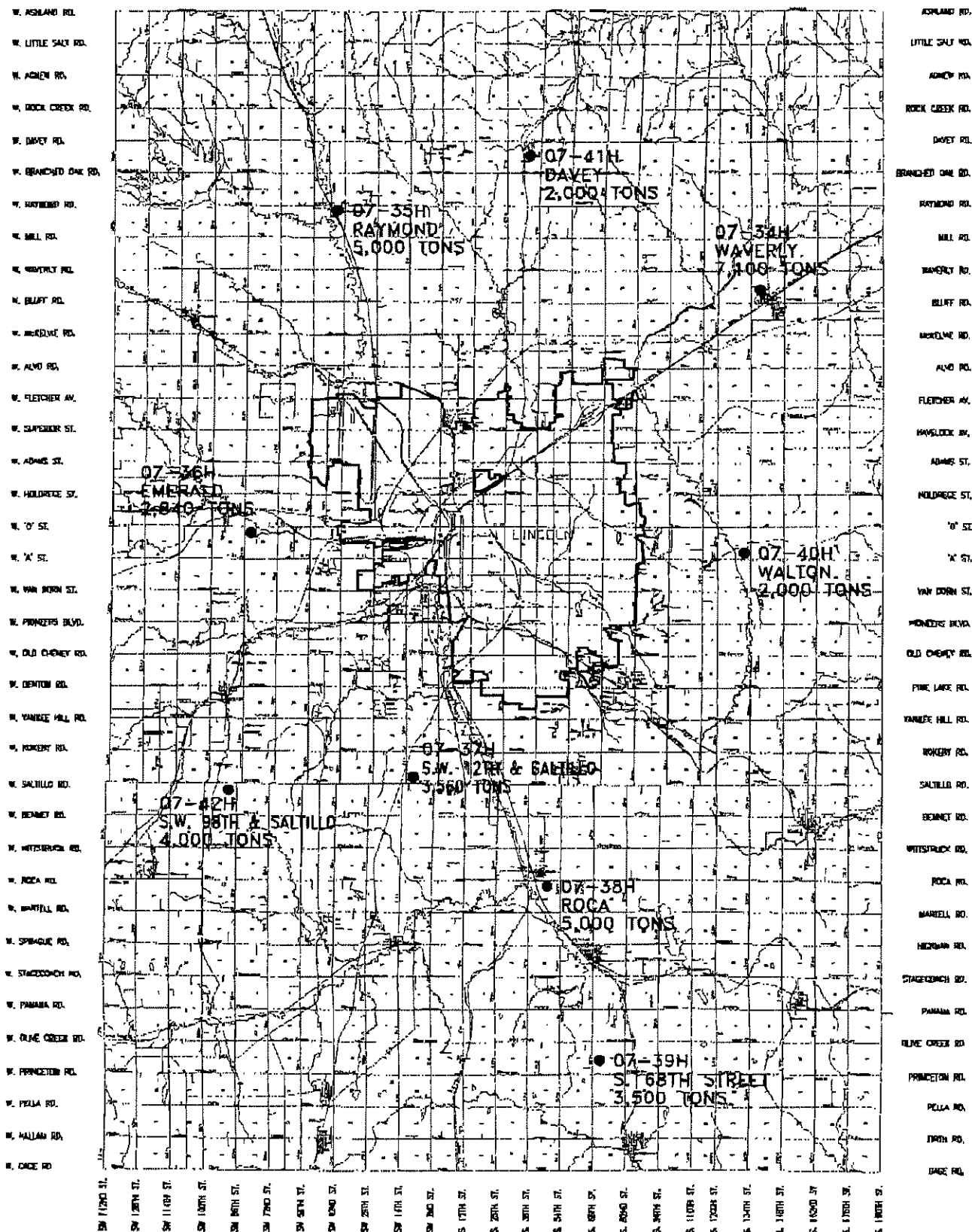
The Contractor is advised that assigning this contract in its entirety to another firm will not be allowed. The bidders attention is directed to *Section 108.01 of the Standard Specifications* regarding assignment or subletting contracts.

## SECTION 19 - TAX ASSESSMENT FORM

Any bid for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**END OF INSTRUCTIONS TO BIDDERS**

|             |             |             |             |             |            |            |            |            |            |            |            |            |            |             |            |            |            |            |            |            |            |            |            |
|-------------|-------------|-------------|-------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| AL 14TH ST. | AL 13TH ST. | AL 12TH ST. | AL 11TH ST. | AL 10TH ST. | AL 9TH ST. | AL 8TH ST. | AL 7TH ST. | AL 6TH ST. | AL 5TH ST. | AL 4TH ST. | AL 3TH ST. | AL 2TH ST. | AL 1ST ST. | AL 10TH ST. | AL 9TH ST. | AL 8TH ST. | AL 7TH ST. | AL 6TH ST. | AL 5TH ST. | AL 4TH ST. | AL 3TH ST. | AL 2TH ST. | AL 1ST ST. |
|-------------|-------------|-------------|-------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|





**NO BID SECURITY REQUIRED**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

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**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE:**

**SEALED BID FOR SPEC. 07-077  
*and your Company's Name***

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**COMPANY NAME**

---

**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

---

**(Print Name)**

---

**CITY, STATE      ZIP CODE**

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**(Title)**

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**TELEPHONE No.      FAX No.**

---

**(Date)**

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**E-MAIL ADDRESS**

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**ESTIMATED DELIVERY DAYS**

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**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

# INSURANCE CLAUSE

## FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

4. Coverage shall also include Products/Completed Operations.
  5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
  6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage    1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*